

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

September 14, 2006
Date of Report (Date of earliest event reported)

The Hershey Company
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

1-183
(Commission File Number)

23-0691590
(IRS Employer Identification No.)

100 Crystal A Drive, Hershey, Pennsylvania 17033
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (717) 534-4200

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement

On March 15, 2006, The Hershey Company (the "Company") filed a Current Report on Form 8-K (the "March 15, 2006 Form 8-K") announcing that it had entered into a short - term credit agreement (the "Short -Term Credit Agreement") with the banks, financial institutions and other institutional lenders listed on the signature pages thereof (collectively the "New Facility Lenders"), Citibank, N.A., as administrative agent for the New Facility Lenders, Bank of America, N.A., as syndication agent, UBS Loan Finance LLC, as documentation agent, and Citigroup Global Markets Inc. and Banc of America Securities LLC, as joint lead arrangers and joint book managers. The Short -Term Credit Agreement established an unsecured revolving credit facility under which the Company could borrow up to \$400 million. The Short -Term Credit Agreement was filed as Exhibit 10.1 to the March 15, 2006 Form 8-K and is incorporated herein by reference. The term of the Short -Term Credit Agreement is scheduled to expire on September 15, 2006.

On September 14, 2006, the Company entered into a Letter Amendment with the New Facility Lenders and Citibank, N.A., as agent for the New Facility Lenders (the "Letter Amendment"). The Letter Amendment amends the Short -Term Credit Facility to: (1) extend the term of the Short -Term Credit Facility through and including December 1, 2006, and (2) reduce the total credit limit available under the Short -Term Credit Facility from \$400 million to \$200 million. All of the other terms and conditions of the Short -Term Credit Facility remain the same. A copy of the Letter Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

The Company also maintains a five year credit agreement (the "Five Year Credit Agreement") with banks, financial institutions and other institutional lenders (collectively the "Lenders") more fully described in the Company's Current Report on Form 8-K, filed November 16, 2004. The Five Year Credit Agreement established an unsecured revolving credit facility under which the Company may borrow up to \$900 million with the option to increase borrowings by an additional \$600 million with the concurrence of the Lenders. Funds borrowed under the Five Year Credit Agreement may be used for general corporate purposes, including commercial paper backstop.

The foregoing descriptions of the Short-Term Credit Agreement, the Letter Amendment and the Five Year Credit Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of those documents.

In the ordinary course of their respective businesses, the New Facility Lenders and certain of the Lenders and their respective affiliates have engaged, and may in the future engage, in commercial banking and/or investment banking transactions with the Company and its affiliates for which they have in the past received, and may in the future receive, customary fees. The New Facility Lenders are Lenders under the Five Year Credit Agreement along with six other banking institutions. Citibank, N.A. is Trustee, and affiliates of Bank of America N.A. and UBS Loan Finance LLC were underwriters of, the Company's offering in August 2006 of \$250 million 5.300% Notes due September 1, 2011 and \$250 million 5.450% Notes due September 1, 2016.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

10.1 Letter Amendment

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: September 15, 2006

THE HERSHEY COMPANY

By: /s/ David J. West
David J. West
Senior Vice President,
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Amendment

LETTER AMENDMENT

Dated as of September 14, 2006

To the banks, financial institutions
and other institutional lenders
(collectively, the "Lenders") parties
to the Credit Agreement referred to
below and to Citibank, N.A., as agent
(the "Agent") for the Lenders

Ladies and Gentlemen:

We refer to the Credit Agreement dated as of March 13, 2006 (the "Credit Agreement") among the undersigned and you. Capitalized terms not otherwise defined in this Letter Amendment have the same meanings as specified in the Credit Agreement.

It is hereby agreed by you and us that the Credit Agreement is, effective as of the date of this Letter Amendment, hereby amended as follows:

(a) The definition of Termination Date in Section 1.01 is amended by deleting the date "September 15, 2006" and substituting therefor the date "December 1, 2006".

(b) Schedule I is amended in full to read as set forth as Annex A to this Letter Amendment.

The Company hereby certifies that, as of the date of this Letter Amendment, the representations and warranties contained in Section 4.01 of the Credit Agreement are correct on and as of such date and no event has occurred and is continuing that constitutes a Default.

This Letter Amendment shall become effective as of the date first above written when, and only when, on or before September 15, 2006, the Agent shall have received counterparts of this Letter Amendment executed by the undersigned and all of the Lenders or, as to any of the Lenders, advice satisfactory to the Agent that such Lender has executed this Letter Amendment. This Letter Amendment is subject to the provisions of Section 9.01 of the Credit Agreement.

On and after the effectiveness of this Letter Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the Notes to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Letter Amendment.

The Credit Agreement and the Notes, as specifically amended by this Letter Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. The execution, delivery and effectiveness of this Letter Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Agent under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement.

If you agree to the terms and provisions hereof, please evidence such agreement by executing and returning at least two counterparts of this Letter Amendment to Susan L. Hobart, Shearman & Sterling LLP, 599 Lexington Avenue, New York New York 10022.

This Letter Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Letter Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Letter Amendment.

This Letter Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

Very truly yours,

THE HERSHEY COMPANY

By: /s/ David J. West

Name: David J. West

Title: Senior Vice President, Chief Financial Officer

By: /s/ Rosa C. Stroh

Name: Rosa C. Stroh

Title: Vice President and Treasurer

Agreed as of the date first above written:

CITIBANK, N.A.,
as Agent and as Lender

By /s/ Anish M. Shah
Title: Vice President

BANK OF AMERICA, N.A.

By /s/ J. Casy Cosgrove
Title: Vice President

UBS LOAN FINANCE LLC

By /s/ Richard L. Tavrow
Title: Director

By /s/ Irja R. Otsa
Title: Associate Director

SCHEDULE I TO THE AMENDMENT AND RESTATEMENT

COMMITMENTS AND APPLICABLE LENDING OFFICES

Name of Initial Lender	Commitment	Domestic Lending Office	Eurodollar Lending Office
Bank of America, N.A.	\$66,666,666.50	901 Main Street, 14 th Floor Dallas, TX 75202 Attn: Annette Hunt T: (214) 209-4108 F: (214) 290-8378	901 Main Street, 14 th Floor Dallas, TX 75202 Attn: Annette Hunt T: (214) 209-4108 F: (214) 290-8378
Citibank, N.A.	\$66,666,667.00	Two Penns Way New Castle, DE 19720 Attn: Bank Loan Syndications T: (302) 894-6029 F: (212) 994-0961	Two Penns Way New Castle, DE 19720 Attn: Bank Loan Syndications T: (302) 894-6029 F: (212) 994-0961
UBS Loan Finance LLC	\$66,666,666.50	677 Washington Blvd. Stamford, CT 06901 Attn: Safraz Hassan T: (203) 719-3143 F: (203) 719-3888	677 Washington Blvd. Stamford, CT 06901 Attn: Safraz Hassan T: (203) 719-3143 F: (203) 719-3888

**TOTAL OF
COMMITMENTS**

\$200,000,000